

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b>		<b>Page 1 Of 35</b>	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b>		<b>3. Award/Effective Date</b>		<b>4. Order Number</b>		<b>5. Solicitation Number</b> DAAE20-01-T-0199	
<b>6. Solicitation Issue Date</b>							
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> BOBBIE STEGALL		<b>B. Telephone Number (No Collect Calls)</b> (309) 782-3618		<b>8. Offer Due Date/Local Time</b> 2001MAR29 03:45pm	
<b>9. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630  ADDRESS OFFERS TO: TACOM-RI ACQUISITION CENTER ATTN AMSTA-AC-PC P O BOX 2008 ROCK ISLAND IL 61299-7630  e-mail: STEGALLB@RIA.ARMY.MIL		<b>Code</b> W52H09		<b>10. This Acquisition Is</b> <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) <b>SIC:</b> <b>Size Standard:</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b> <input checked="" type="checkbox"/> See Schedule  <b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b>  <b>13b. Rating</b> DOA5  <b>14. Method Of Solicitation</b> <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
<b>15. Deliver To</b> SEE SCHEDULE		<b>Code</b>		<b>16. Administered By</b>			
<b>Telephone No.</b>							
<b>17. Contractor/Offeror</b>		<b>Code</b>		<b>Facility</b>		<b>18a. Payment Will Be Made By</b>	
<b>Telephone No.</b>							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> See Addendum					
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>			<b>21. Quantity</b>	<b>22. Unit</b>	<b>23. Unit Price</b>
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
<b>25. Accounting And Appropriation Data</b>						<b>26. Total Award Amount (For Govt. Use Only)</b>	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<b>28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies</b> <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					<b>29. Award Of Contract: Reference _____ Offer</b> <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:		
<b>30a. Signature Of Offeror/Contractor</b>					<b>31a. United States Of America (Signature Of Contracting Officer)</b>		
<b>30b. Name And Title Of Signer (Type Or Print)</b>			<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b>		<b>31c. Date Signed</b>
<b>32a. Quantity In Column 21 Has Been</b> <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted					<b>33. Ship Number</b>		<b>34. Voucher Number</b>
					<input type="checkbox"/> Partial <input type="checkbox"/> Final		
<b>32b. Signature Of Authorized Government Representative</b>					<b>32c. Date</b>		<b>35. Amount Verified Correct For</b>
<b>36. Payment</b> <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final					<b>37. Check Number</b>		
<b>38. S/R Account Number</b>					<b>39. S/R Voucher Number</b>		<b>40. Paid By</b>
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>							
<b>41b. Signature And Title Of Certifying Officer</b>					<b>41c. Date</b>		
					<b>42a. Received By (Print)</b>		
					<b>42b. Received At (Location)</b>		
					<b>42c. Date Recd (YYMMDD)</b>		<b>42d. Total Containers</b>

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

1. This procurement is a 100 percent Small Business Set-Aside.
2. The government intends to evaluate proposals/offers, without discussions with offerors, and award a firm fixed price contract or contracts for the Swivel Mount for the M203 Grenade Launcher.
3. The Government reserves the right to make up to two awards for a total quantity of 11,000 Swivel Mounts. If multiple contracts are awarded, each successful offeror will be awarded a contract quantity of 5,500 each.
4. Since no discussions are intended, each initial offer or proposal should contain the offeror's best terms from a price and delivery standpoint.
5. If a single award is made for the total quantity of 11,000 swivel mounts, delivery of 700 each per month is required beginning 120 days after award. If the total quantity is split between two offerors, each awardee shall be required to deliver 700 each per month within 120 days after award. See Section B, Supplies and Services, page 6.
6. Evaluation of proposals/offers shall be in accordance with the evaluation guidelines in Section M of this solicitation.

\*\*\* END OF NARRATIVE A 001 \*\*\*

	Regulatory Cite	Title	Date
1	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
- b. If you think that this solicitation:
  1. has inappropriate requirements; or
  2. needs streamlining; or
  3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).
- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:
 

U.S. Army TACOM-RI  
AMSTA-CM-AR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3223  
Electronic Mail Address: AMSTA-CM-AR@ria.army.mil
- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-T-0199 MOD/AMD	Page 3 of 35
Name of Offeror or Contractor:		

(AS7006)

2 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

3 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 4 of 35
	PIIN/SIIN DAAE20-01-T-0199	MOD/AMD	

Name of Offeror or Contractor:

(END OF CLAUSE)

(AS7010)

4 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998  
TACOM-RI  
THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.  
  
THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.  
  
ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  <u>Supplies or Services and Prices/Costs</u>  <u>PRODUCTION QUANTITY</u>  NOUN: SWIVEL MOUNT FSCM: 19200 PART NR: 12598617 SECURITY CLASS: Unclassified  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12598617 REVISION: B DATE: 01-JUN-1994  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MARKING IAW MIL-STD-129, REV N, 15 MAY 97 UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin																												
0001AA	<u>PRODUCTION QUANTITY - SINGLE AWARD</u>  NSN: 1010-01-264-6517 NOUN: MOUNT,SWIVEL FSCM: 19200 PART NR: 12598617 SECURITY CLASS: Unclassified PRON: M111S219M1 PRON AMD: 01 AMS CD: 0700116HM  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12598617  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MARKING IAW MIL-STD-129, REV N, 15 MAY 97 UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W52H091054A213</td><td>W25G1U</td><td>J</td><td></td><td>1</td></tr></table> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>700</td><td>28-SEP-2001</td></tr><tr><td>002</td><td>700</td><td>30-OCT-2001</td></tr><tr><td>003</td><td>700</td><td>30-NOV-2001</td></tr></table>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H091054A213	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	700	28-SEP-2001	002	700	30-OCT-2001	003	700	30-NOV-2001	11000	EA	\$ _____	\$ _____
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
001	W52H091054A213	W25G1U	J		1																								
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-T-0199 MOD/AMD	Page 6 of 35
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div> <div>004</div> <div>700</div> <div>28-DEC-2001</div> </div> <div> <div>005</div> <div>700</div> <div>31-JAN-2002</div> </div> <div> <div>006</div> <div>700</div> <div>28-FEB-2002</div> </div> <div> <div>007</div> <div>700</div> <div>29-MAR-2002</div> </div> <div> <div>008</div> <div>700</div> <div>30-APR-2002</div> </div> <div> <div>009</div> <div>700</div> <div>30-MAY-2002</div> </div> <div> <div>010</div> <div>700</div> <div>28-JUN-2002</div> </div> <div> <div>011</div> <div>700</div> <div>30-JUL-2002</div> </div> <div> <div>012</div> <div>700</div> <div>30-AUG-2003</div> </div> <div> <div>013</div> <div>700</div> <div>30-SEP-2002</div> </div> <div> <div>014</div> <div>700</div> <div>30-OCT-2002</div> </div> <div> <div>015</div> <div>700</div> <div>29-NOV-2002</div> </div> <div> <div>016</div> <div>500</div> <div>30-DEC-2002</div> </div> <div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u></div> <div>(W25G1U) XU TRANSPORTATION OFFICER</div> <div>DDSP NEW CUMBERLAND FACILITY</div> <div>BUILDING MISSION DOOR 113 134</div> <div>NEW CUMBERLAND PA 17070-5001</div> </div>				
0001AB	<div> <div><u>PRODUCTION QUANTITY - SPLIT AWARD</u></div> <div>NSN: 1010-01-264-6517</div> <div>NOUN: MOUNT,SWIVEL</div> <div>FSCM: 19200</div> <div>PART NR: 12598617</div> <div>SECURITY CLASS: Unclassified</div> <div>PRON: M111S220M1 PRON AMD: 01</div> <div>AMS CD: 0700116HM</div> <div><u>Description/Specs./Work Statement</u></div> <div>TOP DRAWING NR: 12598617</div> <div><u>Packaging and Marking</u></div> <div>PACKAGING/PACKING/SPECIFICATIONS:</div> <div>MARKING IAW MIL-STD-129, REV N, 15 MAY 97</div> <div>UNIT PACK: EA INTERMEDIATE PACK: 001</div> <div>LEVEL PRESERVATION: Commercial</div> <div>LEVEL PACKING: Commercial</div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: Certificate of Conformance</div> <div>ACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u></div> </div>	5500	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 W52H091054A214 W62G2T J 1</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 700 28-SEP-2001</div> <div>002 700 30-OCT-2001</div> <div>003 700 30-NOV-2001</div> <div>004 700 28-DEC-2001</div> <div>005 700 31-JAN-2002</div> <div>006 700 28-FEB-2002</div> <div>007 700 29-MAR-2002</div> <div>008 600 30-APR-2002</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(W62G2T) XU DEF DIST DEPOT SAN JOAQUIN</div> <div>TRANSPORTATION OFFICER</div> <div>PO BOX 960001</div>				
0002	<div>Supplies or Services and Prices/Costs</div> <div>CONTRACT DATA REQUIREMENTS LIST (CDRL)</div> <div>NOUN: DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Contractor will prepare and deliver the</div> <div>technical data in accordance with the</div> <div>requirements, quantities and schedules</div> <div>set forth in the Contract Data</div> <div>Requirements Lists (DD Form 1423),</div> <div>Exhibit A.</div> <div>A DD 250 IS NOT REQUIRED.</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Destination ACCEPTANCE: Destination</div>	1	LO	\$ ** NSP **	\$ ** NSP **

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-01-T-0199 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 35
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**Name of Offeror or Contractor:**

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

5	52.210-4501	DRAWINGS/SPECIFICATION	MAR/1988
	TACOM-RI		

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL M203GL-ALL with revisions in effect as of 18 Oct 99 (except as follows):

Please note the following information applies to all the M203 parts. See attached TDPL for specific information on the M203 Swivel Mount, Part Number 12598617.

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

DOCUMENT	DELETE	REPLACE WITH
-----	-----	-----
12011988	B.F.GOODRICH CO	SIA ADHESIVE INC.-P/N OKAY
8448359	REPUBLIC FASTENER MFG CORP.	
12002970	MIL-S-5000	AMS 6484
12598617	"	"
12598618	"	"
8448302	"	"
8448303	"	"
8448312	"	"
8448324	"	"
8448332	"	"
8448340	"	"
8448342	"	"
8448348	"	"
8448373	"	"
8448774	"	"
8448341	"	"
12011998	MIL-S-18729	AMS 6350 OR AMS 6345
12957127	"	"
12987978	"	"
8448322	"	"
12012006	QQ-A-225/9	ASTM B211
	QQ-A-200/11	ASTM B221 OR B308
8448338	QQ-A-200/11	ASTM B221 OR B308
12982965	MIL-L-19538	MIL-L-81352
12598113	QQ-A-225/9	ASTM B211
8448313	QQ-A-225/6	ASTM B211
12982965	12977325	12597125

(CS6100)

6	52.248-4502	CONFIGURATION MANAGEMENT DATA INTERFACES	MAR/1999
	TACOM-RI		

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.



<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center">PIIN/SIIN DAAE20-01-T-0199      MOD/AMD</p>	<p align="right"><b>Page 9 of 35</b></p>
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**Name of Offeror or Contractor:**

If the Government receives the same or substantially the same VECs from two or more contractors, the contracts whose VEC is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government. If the first VEC submitter's proposal is accepted by the Government, subsequent submitters will receive no VEC savings under their own or other contracts.

(End of Clause)

(CS7108)

**PACKAGING AND MARKING**

7	52.211-4503	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
	TACOM-RI		

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 001  
Quantity of Unit Packages Per Intermediate Container: See Paragraph b(3) below

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-01-T-0199      <b>MOD/AMD</b></p>	<p align="center"><b>Page 10 of 35</b></p>
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**Name of Offeror or Contractor:**

waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Dated 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: None

(End of clause)

(DS6413)

**INSPECTION AND ACCEPTANCE**

- |   |                         |  |          |
|---|-------------------------|--|----------|
| 8 | 52.246-15               | CERTIFICATE OF CONFORMANCE   | APR/1984 |
| 9 | 52.246-4025<br>TACOM-RI | HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT -<br>ALTERNATE I | OCT/2000 |
- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention, (2) process control, and (3) design control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9001 system.
- (b) Your quality system may be based on (1) international quality standards such as ISO 9001, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9002 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:
- ( ) ISO 9001
- ( ) QS 9000
- ( ) ANSI/ASQ 9001
- (c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-01-T-0199 <b>MOD/AMD</b>	<b>Page 11 of 35</b>
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**Name of Offeror or Contractor:**

(End of clause)

(ES7024)

10            52.246-4025            HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT -            OCT/2000  
TACOM-RI            ALTERNATE II

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9002 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9003 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- (   ) ISO 9001
- (   ) ISO 9002
- (   ) QS 9000
- (   ) ANSI/ASQ 9001
- (   ) ANSI/ASQ 9002

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7025)

11            52.246-4528            REWORK AND REPAIR OF NONCONFORMING MATERIAL            MAY/1994  
TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-T-0199 MOD/AMD	Page 12 of 35
Name of Offeror or Contractor:		

(ES7012)

- |    |                         |                                       |          |
|----|-------------------------|---------------------------------------|----------|
| 12 | 52.246-4531<br>TACOM-RI | ACCEPTANCE INSPECTION EQUIPMENT (AIE) | JUN/2000 |
|----|-------------------------|---------------------------------------|----------|
- (a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.
- (b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.
- (c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.
- (d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as ''Critical, Special or Major'' shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.
- (e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name, model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.
- (f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously approved contractor AIE design documentation have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE design documentation that indicates the prior approval and states that no changes have occurred.
- (g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(End of clause)

(ES7018)

- |    |                         |                     |          |
|----|-------------------------|---------------------|----------|
| 13 | 52.246-4532<br>TACOM-RI | DESTRUCTIVE TESTING | MAY/1994 |
|----|-------------------------|---------------------|----------|
- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-T-0199 MOD/AMD	Page 13 of 35
Name of Offeror or Contractor:		

(ES7011)

- |    |                         |  |          |
|----|-------------------------|--|----------|
| 14 | 52.246-4540<br>TACOM-RI | CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 | MAR/1997 |
|----|-------------------------|--|----------|
- a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.
- b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.
- c. You may provide the following information relative to (CP)2-2000 certification:
- (1)\_\_\_\_NOT CERTIFIED
- (2)\_\_\_\_CERTIFIED
- (i)\_\_\_\_DATE OF CERTIFICATION
- (ii)\_\_\_\_CERTIFYING ACTIVITY
- d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:
- (1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special."
- (2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.
- (3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.
- e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

DELIVERIES OR PERFORMANCE

- |    |                         |  |          |
|----|-------------------------|--|----------|
| 15 | 52.247-29               | F.O.B. ORIGIN  | JUN/1988 |
| 16 | 52.247-34               | F.O.B. DESTINATION                                       | JAN/1991 |
| 17 | 52.247-48               | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT                | FEB/1999 |
| 18 | 52.247-61               | F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS                | APR/1984 |
| 19 | 52.247-65               | F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS | JAN/1991 |
| 20 | 52.247-4531<br>TACOM-RI | COGNIZANT TRANSPORTATION OFFICER                         | MAY/1993 |
- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-01-T-0199 <b>MOD/AMD</b>	<b>Page 14 of 35</b>
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**Name of Offeror or Contractor:**

- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.
- (End of Clause)

(FS7240)

The contractor is authorized to accelerate deliveries prior to the time set forth in this contract; however, only if it is at no additional cost to the Government.

\*\*\* END OF NARRATIVE F 001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 15 of 35
	PIIN/SIIN	DAAE20-01-T-0199	MOD/AMD

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

21	52.232-4500	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997
	TACOM-RI		

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;"> <b>PIIN/SIIN</b> DAAE20-01-T-0199      <b>MOD/AMD</b> </p>	<p style="text-align: center;"><b>Page 16 of 35</b></p>
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**Name of Offeror or Contractor:**

SPECIAL CONTRACT REQUIREMENTS

22

52.246-4500  
TACOM-RI

MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)

MAY/2000

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are stegallb@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-3813, ATTN: Bobbie Stegall and (309) 782-1338 (ATTN: Nancy Fraser).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to:

N/A

(End of Clause)

(HS6510)

23

52.239-4500  
TACOM-RI

YEAR 2000 (Y2K) COMPLIANCE

NOV/1998

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

24

52.247-4545  
TACOM-RI

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-01-T-0199 <b>MOD/AMD</b>	<b>Page 17 of 35</b>
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**Name of Offeror or Contractor:** \_\_\_\_\_

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

CONTRACT CLAUSES

25	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
26	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAR/2001
27	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
28	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
29	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
30	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		
31	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
32	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
33	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	FEB/2001
		EXECUTIVE ORDERS - COMMERCIAL ITEMS	

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

X (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

X (3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

       (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

       (4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

       (ii.) Alternate I to 52.219-5.

       (iii.) Alternate II to 52.219-5.

  X   (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

       (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-01-T-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 18 of 35</b></p>
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**Name of Offeror or Contractor:**

☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C.2323).

☐ (10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

☒ (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

☐ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

☐ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☒ (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

☐ (25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

☐ (26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

☐ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

☐ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

☐ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

☐ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-01-T-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 19 of 35</b></p>
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**Name of Offeror or Contractor:**

number 2000-o0006).

\_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6260)

34	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990
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a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of Item 0001 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for Item 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-01-T-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 20 of 35</b></p>
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**Name of Offeror or Contractor:**

- d. The Contracting Officer may exercise the evaluated option at any time preceding 30 days prior to delivery and acceptance of the total quantity under the contract iving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
<p>Evaluated Option (F.O.B. Origin)</p>	<p>\$_____ CLIN 0001</p>

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

<p>35</p>	<p>252.212-7001 DFARS</p>	<p>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS</p>	<p>DEC/2000</p>
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_\_\_\_\_252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

\_\_\_\_\_252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

\_\_\_\_\_252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

  X  252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

\_\_\_\_\_252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

\_\_\_\_\_252.225-7012 Preference for Certain Domestic Commodities.

  X  252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

\_\_\_\_\_252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

\_\_\_\_\_252.225-7016 Restriction on Acquisition of Ball and roller Bearings  
(\_\_\_\_\_Alternate I) (Section 8064 of Pub. L. 106-259).

\_\_\_\_\_252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_\_\_252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

\_\_\_\_\_252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

\_\_\_\_\_252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

\_\_\_\_\_252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-01-T-0199 <b>MOD/AMD</b>	<b>Page 21 of 35</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

(\_\_\_\_Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

\_\_\_\_252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

\_\_\_\_252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)

X 252.247-7023 Transportation of Supplies by Sea (\_\_\_\_Alternate I)  
(\_\_\_\_Alternate II)(10 U.S.C. 2631).

\_\_\_\_252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA6720)

36	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

37	52.242-12	REPORT OF SHIPMENT (RESHIP)	JUL/1995
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Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-T-0199 MOD/AMD	Page 22 of 35
--------------------	---	---------------

**Name of Offeror or Contractor:**

transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

**Message Example:**

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY\*

IN CAR NO.XX 123456\*\*-GBL\*\*\*-C98000031\*\*\*\*CONTRACT DLA...ETA\*\*\*-JUNE 5 JONES & CO., JERSEY CITY, N.J.

\*Name of rail carrier, trucker, or other carrier.

\*\*Vehicle identification.

\*\*\*Government bill of lading.

\*\*\*\*If not shipped by GBL, identify lading document and state whether by paid by contractor.

\*\*\*\*\*Estimated time of arrival.

(End of Clause)

(IF7221)

38 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

39 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS AUG/2000  
DFARS

(a) Definition. 'SPI process,' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at [http://www.dcmc.hq.dla.mil/dcmc\\_o/oc/spi/files/dbreport/files/modified.pdf](http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf) and in Excel format at [http://www.dcmc.hq.dla.mil/dcmc\\_o/oc/spi/files/dbreport/files/modified.xls](http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-01-T-0199 <b>MOD/AMD</b>	<b>Page 23 of 35</b>
<b>Name of Offeror or Contractor:</b>		

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:\_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

\_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-01-T-0199 <b>MOD/AMD</b>	<b>Page 24 of 35</b>
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**Name of Offeror or Contractor:**

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	03-APR-2000	002	
Attachment 001	TECHNICAL DATA PACKAGE - CD ROM M203GL-ALL		001	
Attachment 002	TECHNICAL DATA PACKAGE LISTING (TDPL) SWIVEL MOUNT	30-MAY-2000	006	
Attachment 003	DOCUMENT SUMMARY LIST		002	
Attachment 004	LIST OF ADDRESSES		001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)



Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

40	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
41	52.207-4	ECONOMIC PURCHASE QUANTITY - SUPPLIES	AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

42	52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - ALTERNATE I, II, & III	MAR/2001
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(a) Definitions. As used in this provision:

"Emerging Small Business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS designated.

"Forced or indentured child labor means all work or service -

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-01-T-0199 <b>MOD/AMD</b>	<b>Page 26 of 35</b>
<b>Name of Offeror or Contractor:</b>		

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S. C. 101(2), with a disability that is service-connected, as defined in 38 U.S. C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans \_as defined at 38 U.S.C. 101(2) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of it's stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 u.s.c. 7701).(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.

\_\_\_\_Sole proprietorship

\_\_\_\_Partnership

\_\_\_\_Corporate entity (not tax-exempt);

\_\_\_\_Corporate entity (tax-exempt);

\_\_\_\_Government entity (Federal, State, or local);

\_\_\_\_Foreign government;

\_\_\_\_International organization per 26 CFR 1.6049-4;

\_\_\_\_Other \_\_\_\_\_

(5) Common Parent.

Offeror is not owned or controlled by a common parent.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIN/SIIN DAAE20-01-T-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 27 of 35</b></p>
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Name of Offeror or Contractor:

Name and TIN of common parent:

Name

TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it

is,

is not

a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represented as part of its offer that it

\_\_\_is,

\_\_\_is not

a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it

\_\_\_is,

\_\_\_is not

a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it

is

is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern.(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

is

is not

a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

is

is not

a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it

is

is not

an emerging small business.

# CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 28 of 35

PIIN/SIIN DAAE20-01-T-0199

MOD/AMD

### Name of Offeror or Contractor:

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.).

(i) General. The offeror represents that either -

- (A) It  
☐ is  
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It  
☐ has  
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that compiles with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:  
 \_\_\_\_\_.]

(iii) Address. The offeror represents that its address

- ☐ is  
☐ is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-01-T-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 29 of 35</b></p>
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**Name of Offeror or Contractor:**

\_\_\_\_\_Hispanic American

\_\_\_\_\_Native American (American Indians, Eskimos, Aleuts, or native Hawaiians).

\_\_\_\_\_Asian-Pacific American \_persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia )Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, hong kong, Fiji, Tonga, Kirbati, Tuvalu, or Nauru).

\_\_\_\_\_Subcontinent Asian (Asian-Indian) American )persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that -

(i) it  
     \_\_\_is  
     \_\_\_is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it  
     \_\_\_is  
     \_\_\_is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous Contracts and Compliance. The offeror represents that-

(i) It  
     has,  
     has not,

participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

(ii) It  
     has,  
     has not,

filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that-

(i) It  
     has developed and has on file,  
     has not developed and does not have on file,

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  
     has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center">PIIN/SIIN DAAE20-01-T-0199      MOD/AMD</p>	<p align="center"><b>Page 30 of 35</b></p>
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**Name of Offeror or Contractor:** \_\_\_\_\_

Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program - Supplies" and that the offeror has consider components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No. \_\_\_\_\_  
Country of Origin \_\_\_\_\_  
(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy american Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3 , Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program, is included in this solicitation.)

(i) The offer certifies that each end product, except those listed in paragraph (G)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitations entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian End Products

Line Item No.: \_\_\_\_\_  
(List as necessary)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIN/SIIN DAAE20-01-T-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 31 of 35</b></p>
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**Name of Offeror or Contractor:**

(3) Buy american Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) of paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that -

- (1) The offeror and/or any of its principals
- \_\_\_\_\_ are,  
\_\_\_\_\_ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

- (2)\_\_\_\_\_ Have,  
\_\_\_\_\_ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

- (3)\_\_\_\_\_ Are,  
\_\_\_\_\_ are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

- (4)(i) The offeror, aside from the offenses enumerated in paragraphs (1),(2), and (3) of this paragraph (h),  
\_\_\_\_\_has

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN DAAE20-01-T-0199 MOD/AMD	Page 32 of 35
--------------------	--	---------------

Name of Offeror or Contractor:

\_\_\_\_\_has not

within the past three years,relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

- (A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or
- (B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
- (C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.

(i) Certification Regarding Knowledge or Child Labor for Listed End Products (Executive Order 13126). (The Contracting officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child labor, unless excluded at 22.1503(b).)

Listed End Product

\_\_\_\_\_

\_\_\_\_\_

Listed Countries Of Origin

\_\_\_\_\_

\_\_\_\_\_

(2) Certification. (If the Contracting Officer has identified end products and countries or origin in paragraph (i)(1) of thie provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

\_\_\_\_\_(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

\_\_\_\_\_(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for the product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

(KF7063)

43 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-T-0199 MOD/AMD	Page 33 of 35
Name of Offeror or Contractor:		

44            252.212-7000            OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS            NOV/1995  
DFARS

(a) Definitions\_ As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App.Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App, Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The offeror represents that it-

\_\_\_\_Does anticipate that supplies will be transported by sea ion the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract of subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7002)

#### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

45            52.211-2            AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF            DEC/1999  
SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE  
ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST,  
DOD 5010.12-L  
46            52.212-1            INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS            OCT/2000  
47            52.211-14            NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE            SEP/1990

Any contract awarded as a result of this solicitation will be a D0-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-01-T-0199 <b>MOD/AMD</b>	<b>Page 34 of 35</b>
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**Name of Offeror or Contractor:**

48      52.215-4510      ELECTRONIC BIDS/OFFERS      AUG/1999  
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaisbids.ria.army.mil> and click on the icon for additional information.

3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<[http://aais.ria.army.mil/aais/Padds\\_web/index.html](http://aais.ria.army.mil/aais/Padds_web/index.html)>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

49      52.215-4511      ELECTRONIC AWARD NOTICE      APR/1999  
TACOM-RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

\_\_\_\_\_

(End of provision)

(LS7012)

**ADDITIONAL INSTRUCTIONS TO OFFERORS**

Offerors are not required to submit past performance information. The Government will obtain past performance information from various sources, such as Contracting Officer knowledge of the offeror, previous contract history and experience, and the Defense Contract Management Agency (DCMA) Preaward Monitor, etc.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-T-0199 MOD/AMD	Page 35 of 35
Name of Offeror or Contractor:		

\*\*\* END OF NARRATIVE L 001 \*\*\*

EVALUATION FACTORS FOR AWARD

50                    52.212-2                    EVALUATION - COMMERCIAL ITEMS                    JAN/1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Price
- (2) Past Performance

(b) Options. the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

(MF6025)

51                    52.217-5                    EVALUATION OF OPTIONS                    JUL/1990

a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).

b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.

c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)